

EXHIBIT A

Timothy J. Abeel, Jr., Esquire
Attorney ID #000292008
TIMOTHY ABEEL & ASSOCIATES, P.C.
309 Fellowship Road
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Mt. Laurel, NJ 08054
(888)830-1474

ATTORNEY FOR PLAINTIFFS

GRISEL RUSSO AND MARK RUSSO

SUPERIOR COURT OF NEW JERSEY
ESSEX COUNTY

v.

CIVIL ACTION

THOR INDUSTRIES, INC. AND
CAMPING WORLD RV SALES

COMPLAINT

1. Plaintiffs, Grisel Russo and Mark Russo, are adult individual citizens and legal residents of the State of New Jersey, residing at 310 Mountain Avenue, Caldwell, NJ 07006.
2. Defendant, Thor Industries, Inc., is a corporation qualified to do and regularly conduct business in the State of New Jersey, with its address and principal place of business located at 601 East Beardsley Avenue, Elkhart, IN 46514, and can be served at this address.
3. Defendant, Camping World RV Sales, is a corporation qualified to do and regularly conduct business in the State of New Jersey, with its address and principal place of business located at 602 Heron Drive, Swedesboro, NJ 08085, and can be served at this address.

BACKGROUND

4. On or about December 15, 2018, Plaintiffs purchased a new 2018 Chateau Citation, manufactured and warranted by Defendant, bearing the Serial Number WDAPF4CC5H9722505.
5. The vehicle was purchased in the State of New Jersey and is registered in the State of New Jersey.

6. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than \$91,316.32. A true and correct copy of the contract is attached hereto, made a part hereof and marked Exhibit "A".

7. In consideration for the purchase of said vehicle, Defendant issued to Plaintiffs several warranties, guarantees, affirmations or undertakings with respect to the material or workmanship of the vehicle and/or remedial action in the event the vehicle fails to meet the promised specifications.

8. The above-referenced warranties, guarantees, affirmations or undertakings are/were part of the basis of the bargain between Defendant and Plaintiffs.

9. The parties' bargain includes an express warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual.

10. However, as a result of the ineffective repair attempts made by Defendant through its authorized dealer(s), the vehicle is rendered substantially impaired, unable to be utilized for its intended purposes and is worthless to Plaintiffs.

11. During the warranty period, Plaintiffs complained about defects and or non-conformities to the following vehicle components: air conditioner button pushed in, levelers not working, passenger side rear lights need replacing, bathroom fan inoperative, couch slide out leaks on lower right side, bed slide inoperative, GPS/radio dies after 3-4 hours, driver's side traction pad missing, loud rattle in driver's side door, stitching in couch coming apart, window blind inoperative, refrigerator door not sealing flush, screw covers popping off, steps inoperative, awning rear bar snapped, living area roof leaks, major leak in skylight when raining, main water valve at city water severely leaking, vinyl floor lifting while driving, furnace wooden vent not staying on, bedroom slide out and the living room slide out has gaps, bedroom wooden side

panel pops out all the time, bathroom wooden panel pops out all the time, kitchen sink not draining completely, right front hub cap missing, toilet seat screw covers not staying closed, and floors damaged from leaks. True and correct copies of the repair invoices in Plaintiff's possession, are attached hereto, made a part hereof and marked Exhibit "B".

12. The vehicle continues to exhibit defects and nonconformities which substantially impairs its use, value and/or safety.

COUNT I
AGAINST THOR INDUSTRIES, INC.
NEW JERSEY MOTOR VEHICLE WARRANTY ACT

13. Plaintiffs hereby incorporate all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein:

14. Plaintiffs are "Consumers" as defined by N.J.S.A. 56:12-30.

15. Defendant is a "Manufacturer" as defined by N.J.S.A. 56:12-30.

16. Camping World RV Sales is and/or was at the time of sale a "Dealer or Motor Vehicle Dealer" in the business of buying, selling, and/or exchanging vehicles as defined by N.J.S.A. 56:12-30.

17. On or about December 15, 2018, Plaintiffs took possession of the above mentioned Vehicle and experienced nonconformities as defined by N.J.S.A. 56:12-29 et seq., which substantially impairs the use, value and/or safety of the vehicle.

18. Defendant through its authorized dealer failed to provide written notification that the vehicle was covered by the New Jersey Motor Vehicle Warranty Act as provided in N.J.S.A. 56:12-34(c). Plaintiffs believe and therefore avers said failure is a per se violation of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., as well as a violation of the New Jersey Motor Vehicle Warranty Act.

19. The nonconformities described violate the express written warranties issued to Plaintiffs by Defendant.

20. Section 56:12-32 of the New Jersey Motor Vehicle Warranty Act provides:

a. If during the period specified in section 3 of this act, the manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time, the manufacturer shall accept return of the motor vehicle from the consumer. The manufacturer shall provide the consumer with a full refund of the purchase price of the original motor vehicle including any stated credit or allowance for the consumer's used motor vehicle, the cost of any options or other modification arranged, installed, or made by the manufacturer or its dealer within 30 days after

the date of original delivery, and any other charges or fees including, but not limited to, sales tax, license and registration fees, finance charges, reimbursement for towing and reimbursement for actual expenses incurred by the consumer for the rental of a motor vehicle equivalent to the consumer's motor vehicle and limited to the period during which the consumer's motor vehicle was out of service due to a nonconformity, less a reasonable allowance for vehicle use.

21. Section 56:12-33 of the New Jersey Motor Vehicle Warranty Act provides a presumption of a reasonable number of repair attempts:

a. It is presumed that a manufacturer or dealer is unable to repair or correct a nonconformity within a reasonable time if, within the first 24,000 miles of operation or during the period of two years following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date:

(1) Substantially the same nonconformity has been subject to repair three or more times by the manufacturer or its dealer and the nonconformity continues to exist; or

(2) The motor vehicle is out of service by reason of repair for one or more nonconformities for a cumulative total of 20 or more calendar days since the original delivery of the motor vehicle and a nonconformity continues to exist.

b. The presumption contained in sub-section a. of this section shall apply against a manufacturer only if the manufacturer has received written notification, by or on behalf of the consumer, by certified mail return receipt requested, of a potential claim pursuant to the provisions of this act and has had one opportunity to repair or correct the defect or condition within 10 calendar days following receipt of the notification. Notification by the consumer shall take any time after the motor vehicle has had substantially the same nonconformity subject to repair two or more times or has been out of service by reason of repair for a cumulative total of 20 or more calendar days.

22. Plaintiffs have satisfied the above definition as the vehicle has been subject to repair

more than three (3) times for the same nonconformity, and the nonconformity remained uncorrected.

23. In addition, the above vehicle has or will be out of service by reason of the nonconformities complained of for a cumulative total of three hundred sixty five (365) or more calendar days.

24. Plaintiffs have delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions as outlined below.

25. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

26. Plaintiffs have been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton, and negligent failure to comply with the provisions of N.J.S.A. 56:12-29 et seq.

27. Plaintiffs have provided Defendant with a final repair opportunity prior to filing the written Complaint.

28. Pursuant to N.J.S.A. 56:12-29 et seq., Plaintiffs seek relief for losses due to the nonconformities and defects in the above-mentioned vehicle in addition to reasonable attorney fees and all court costs.

WHEREFORE, Plaintiffs respectfully demand judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, attorney's fees, and all court costs.

COUNT II
AGAINST BOTH DEFENDANTS
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

29. Plaintiffs hereby incorporate all facts and allegations set forth in this Complaint by

reference as if fully set forth at length herein.

30. Plaintiffs have or may have resorted to Defendant's informal dispute settlement Procedure, to the extent said procedure complies with 16 CFR 703.

31. Plaintiffs aver that the Federal Trade Commission (FTC) has determined that no automobile manufacturer complies with 16 CFR 703, See, Fed. Reg. 15636, Vol. 62, No. 63 (Apr. 2, 1997).

32. Plaintiffs are "Consumers" as defined by 15 U.S.C. §2301(3).

33. Defendant is a "supplier", "warrantor", and a "service contractor" as defined by 15 U.S.C. §2301 (4),(5) and (8).

34. The subject vehicle is a "consumer product" as defined by 15 U.S.C. §2301(1).

35. By the terms of its written warranties, affirmations, promises, or service contracts, Defendant agreed to perform effective repairs at no charge for parts and/or labor.

36. The Magnuson-Moss Warranty Improvement Act requires Defendant to be bound by all warranties implied by state law. Said warranties are imposed on all transactions in the state in which the vehicle was delivered.

37. Defendant has made attempts on several occasions to comply with the terms of its Express warranties, however, such repair attempts have been ineffective.

38. The Magnuson-Moss Warranty Improvement Act, 15 U.S.C. §2310(d)(2) provides:

If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

39. Plaintiffs have afforded Defendant a reasonable number of opportunities to conform

the vehicle to the aforementioned express warranties, implied warranties and contracts.

30. As a direct and proximate result of Defendant's failure to comply with the express written warranties, Plaintiffs have suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiffs are entitled to bring suite for such damages and other legal and equitable relief.

41. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

42. Plaintiffs aver that Defendant's warranty was not provided to Plaintiff until after the vehicle was delivered, making any and all limitations, disclaimers, and/or alternative dispute provisions ineffective for a failure of consideration.

43. Plaintiffs aver that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against Defendant.

WHEREFORE, Plaintiffs respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, incidental and consequential damages, reasonable attorneys' fees, and all court costs.

COUNT III
AGAINST BOTH DEFENDANTS
UNIFORM COMMERCIAL CODE

44. Plaintiffs hereby incorporate all facts and allegations set forth in this Complaint by reference as if fully set forth as length herein.

45. The defects and nonconformities existing within the vehicle constitute a breach of

contractual and statutory obligations of Defendant, including but not limited to the following:

- a. Express Warranty;
- b. Implied Warranty of Merchantability; and
- c. Implied Warranty Of Fitness For A Particular Purpose.

46. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Plaintiffs have justifiably relied upon Defendant's express warranties and implied warranties of Fitness for a particular purpose and implied warranties of merchantability.

47. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Defendant was aware Plaintiffs were relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

48. Plaintiffs have incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

49. Such damages include, but are not limited to, the contract price of the vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

WHEREFORE, Plaintiffs respectfully demand judgment against Defendant in an amount equal to the contract price of the vehicle, plus all collateral charges and attorneys' fees.

**COUNT III
AGAINST BOTH DEFENDANTS
NEW JERSEY CONSUMER FRAUD ACT**

50. Plaintiffs hereby incorporate all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

51. Plaintiffs are "Persons" as defined by N.J.S.A. 56:8-1(d).

52. Defendant is a "Person" as defined by N.J.S.A. 56:8-1(d).

53. Defendant's actions surrounding the sale and servicing of the subject vehicle were unconscionable. Defendant's agents also acted with a reckless and callous disregard for Plaintiffs' rights in negotiating and handling Plaintiffs' warranty claims.

54. Defendant's actions surround the sale and servicing of said vehicle constitute a unconscionable commercial practice, deception, fraud, false pretense, false promise, and/or misrepresentation. Defendant and its agents acted affirmatively in such a manner as to be an unlawful commercial practice.

55. Defendant acted knowingly with the intent to cause Plaintiffs' reliance thereupon.

56. Defendant knowingly concealed, suppressed, or omitted facts material to the transactions at issue, in that Defendant was aware the defect(s)/conditions(s) could not be repaired, and that the ineffectual repairs were performed by incompetent or unqualified individuals. Defendant's failure to verify the defect(s) or conditions(s) constitutes a refusal to perform the repairs under its statutory or contractual obligations.

57. Defendant through its authorized dealer failed to provide written notification that the vehicle was covered by the New Jersey Motor Vehicle Warranty Act N.J.S.A. 56:12-34(c) and Plaintiff believes and therefore avers said failure is a per se violation of the New Jersey Consumer Fraud Act N.J.S.A. 56:8-1 et seq. as well as a violation of the New Jersey Motor Vehicle Warranty Act.

58. Plaintiffs believe and therefore aver that the defect(s) or condition(s) outlined previously is/are an inherent design defect and that as such the Defendant must certify the existence of this defect or condition to the Division of Consumer Affairs. Defendant has failed to file this certification and this failure is a violation of the New Jersey Consumer Fraud Act N.J.S.A. 56:8-1 et seq.

59. Defendant's failure to supply an itemized legible statement of repair is an unlawful practice pursuant to the New Jersey Consumer Fraud Act N.J.S.A. 56:8-2.

60. The act prohibits the aforementioned action of Defendant in the sale and attempted repair of the subject vehicle.

61. Plaintiffs believe and therefore aver the reckless, wanton and willful failure of Defendant to comply with the terms of the written warranties constitutes an unfair method of competition.

62. As a result of Defendant's unlawful conduct, Plaintiffs have and will continue to suffer ascertainable financial loss proximately caused by the Defendant's conduct. Said losses are outlined as follows:

- a. Plaintiffs are entitled to a full refund N.J.S.A. 56:8-2.11-12;
- b. Plaintiffs' vehicle, given the defect/condition, is worthless;
- c. Plaintiffs lost time from work and other money as a result of having to take the vehicle in for the repeated repair attempts;
- d. Plaintiffs have been relegated to finding alternative means of transportation while the vehicle was in for repairs and while the vehicle has been in its present condition. As a result, Plaintiff has incurred additional transportation costs; and
- e. Plaintiffs have expended sums to maintain, store, insure, register, and other expenses for transportation.

WHEREFORE, Plaintiffs respectfully demand judgment against Defendant for compensatory damages, treble damages, attorney fees, costs of suit, and any further relief as the Court may deem just and proper.

TIMOTHY ABEEL & ASSOCIATES, P.C.

By: /s/ Timothy J. Abeel, Jr.
Timothy J. Abeel, Jr., Esquire
Attorney for Plaintiffs

JURY-DEMAND

Plaintiffs hereby demand a trial by jury as to all the issues

TIMOTHY ABEEL & ASSOCIATES, P.C.

By: /s/ Timothy J. Abeel, Jr.
Timothy J. Abeel, Jr., Esquire
Attorney for Plaintiffs

CERTIFICATION PURSUANT TO R.4:15-1

Upon knowledge and belief, I hereby certify that there are no other actions or arbitrations related to this suit pending or presently contemplated.

TIMOTHY ABEEL & ASSOCIATES, P.C.

By: /s/ Timothy J. Abeel, Jr.
Timothy J. Abeel, Jr., Esquire
Attorney for Plaintiffs

CERTIFICATION OF NOTICE

Pursuant to N.J.S.A. 56:8-20 Plaintiffs are mailing a copy of this Complaint to the Office of The Attorney General, Richard J. Hughes Justice Complex, 25 West Market Street in the City of Trenton, County of Mercer, in the state of New Jersey on

TIMOTHY ABEEL & ASSOCIATES, P.C.

By: /s/ Timothy J. Abeel, Jr.
Timothy J. Abeel, Jr., Esquire
Attorney for Plaintiffs

DESIGNATION OF TRIAL COUNSEL

PLEASE TAKE NOTICE that pursuant to Rule 4:25-4, Timothy J. Abeel, Jr., Esq. is designated as trial counsel for Plaintiffs in this case.

TIMOTHY ABEEL & ASSOCIATES, P.C.

By: /s/ Timothy J. Abeel, Jr.
Timothy J. Abeel, Jr., Esquire
Attorney for Plaintiffs

EXHIBIT “A”



800-889-8923

GRISSEL RUSSO / MARK V RUSSO

DATE	12/15/2018
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YEAR	NAME	MODEL	APPROXIMATE	STOCK NUMBER
2018	CHATEAU CITATION	24SR		1475827

CHASSIS MAKE & MODEL	WDAPF4CC5H9722505	WELD	753	QPCED 1/22/22 11:47
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<input checked="" type="checkbox"/> NEW	<input type="checkbox"/> USED	EMV	MVR2000@AOL.COM	ECI, CUP	12/15/2018
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SETTLEMENT

BASIC PRICE OF VEHICLE (incl. excl. optional body)	
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BASE PRICE OF VEHICLE	
EXCL. SALES TAX, LICENSE, FEE	

Trade-In Allowance and/or Discount

Net Sales Price after Trade

Sales Tax

Public Officials & Fees

Tire Fee

CW: Doc Fee - Document Delivered

CW: Doc Fee - Clerical Fee

SW. 2007-00 - Clearcut 00	
N/A	

	N/A
	N/A

N/A	
N/A	

N/A	
N/A	

N/A	
N/A	

N/A	
N/A	

N/A	
N/A	

N/A	
N/A	

N/A	
N/A	

N/A	
-----	--

Balance Owed on Trade In	
--------------------------	--

Cash Down	
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AMOUNT RECEIVED

ALL VEHICLES ARE SOLD "AS-IS", WITH NO WARRANTIES FROM DEALER.

THIRD PARTY EXTENDED SERVICE CONTRACT

It is mutually understood that this agreement is subject to necessary corrections and adjustments concerning changes in net payoff on trade-in to be made at the time of settlement. BUYER AND DEALER CERTIFY THAT THE ADDITIONAL TERMS AND CONDITIONS PRINTED ON THE BACK OF THIS AGREEMENT, INCLUDING AN "AS-IS" CLAUSE, DISCLAIMERS OF ALL WARRANTIES AND LIMITATION AND DISCLAIMER OF DAMAGES CLAUSES, ARE AGREED TO AS PART OF THIS AGREEMENT, THE SAME AS IF PRINTED ABOVE THE SIGNATURE.

Entire Agreement; No Reliance The written terms on the front and reverse side of this Agreement comprise the entire Agreement between Buyer(s) and Dealer, and Buyer(s) have read and understand the front and reverse side of this Agreement. No verbal, unwritten, electronic or other communication of any nature not contained in this Agreement was relied upon by Buyer(s), became part of the basis of Buyer(s) bargain, or is enforceable by Buyer(s) against Dealer even if alleged or determined to constitute fraud, fraudulent inducement, or fraudulent misrepresentation and no such verbal, unwritten, electronic, or other communication shall invalidate this Agreement or any written provision herein, or serve as grounds for Buyer(s) rejection, rescission, or revocation of acceptance of this Agreement or this Unit, such that Buyer(s) cannot seek or obtain any statutory, legal, equitable or other relief against Dealer as a result thereof. Buyer(s) acknowledge and agree that all discussions, negotiations, advertisements, representations, and affirmations of fact in any format, whether verbal, written, electronic or other, which are not written in this Agreement, were not relied upon by Buyer(s), are not included in this Agreement, and are not enforceable against Dealer.

BRIDGEPORT

New York's 14th and 15th Districts are represented by Rep. Robert J. Lauderbach and Rep. Robert J. Lauderbach, respectively.

Signature: _____ Date: _____

DATE _____ BY _____

See Important Additional Terms and Conditions on reverse side.

EXHIBIT “B”

CUSTOMER #: 117232

137711

Mercedes-Benz
of Caldwell

MARK RUSSO

PAGE 1

BUS: CELL: 973-725-3648 SERVICE ADVISOR: 7087 BRIAN BAINUM

COLOR	YEAR	MAKE/MODEL		VIN	LICENSE	MILEAGE IN / OUT		TAG
BLACK	17	MB TRUCK SPRINTER 35		WDAPF4CC5H9722505	A93KTG	748/750		T3484
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE	
01JAN17 DE			18:00 28JUN19		179.00	CASH	01JUL19	

R.O. OPENED	READY	OPTIONS:
11:43 28JUN19	16:44 01JUL19	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
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A 20180010005 NC3ZERTM17

CAUSE: CAMPAIGN

022085 OPERATIONS: UPDATE SOFTWARE FOR CDI
CONTROL UNIT ACC. NO.: 99 931 76, CODE:
NC3ZERTM17

5726 ROBERTSON, CRAIG LIC#: 1

WS 0.40

(N/C)

12173 UPDATED CDI SOFTWARE As per campaign, updated software in CDI
& performed SCN coding.

B CUSTOMER STATES A/C TEMP BUTTON PUSHED IN

CAUSE: LOOSE

684774 REMOVE/INSTALL CENTER COVER ON INSTRUMENT
PANEL, REPLACE IF NECESSARY

5726 ROBERTSON, CRAIG LIC#: 1

WS 0.30

(N/C)

831918 CONTROL UNIT FOR A/C SYSTEM REPLACE (AFTER
CHECK)

5726 ROBERTSON, CRAIG LIC#: 1

WS 0.20

(N/C)

AC PUSHBUTTON MODULE IS NOT PROPERLY SECURED Checked AC Pushbutton
module. Found left side of module is sunk into dash. R&R center dash
trim panel. AC pushbutton module is not properly aligned on retaining
lug. Re-secured AC pushbutton module.

C PERFORM MULTI-POINT INSPECTION

MPI PERFORM MULTI-POINT INSPECTION

5726 ROBERTSON, CRAIG LIC#: 1

ISP 0.00

(N/C)

☐ CASH ☐ CREDIT CARD ☐ CHECK

IF YOU ARE NOT 100% SATISFIED WITH
YOUR SERVICE EXPERIENCE, PLEASE SEE
RECEPTIONIST OR DIAL (973) 227-3600
EXT. 7820

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE

DESCRIPTION

TOTALS

LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

CAMPING WORLD RV SALES, LLC d/b/a GANDER RV SALES
8198 GANDER WAY
ROANOKE VA 24019
Ph: 1-888-772-1230

W/O: 29157 RUSSO GRISEL

W/O: 29157

Customer Name: 2154269 - RUSSO,
GRISEL

Promised Date: 25 MAR 19
Completed Date:
Invoice#:

Phone#(bus):
Cell Phone:

Manufacturer: THOR MOTOR COACH
Brand: CHATEAU CITATION
Model: 24SR
Length:
Serial#: NCT24SR0001049
Chassis#: WDAPF4CC5H9722505
Miles/Hrs: 6911
Purchased Date: 17 DEC 18
Warranty Date: 17 DEC 18
InService Date: 19 MAR 19

Job #: 1 - Warranty

Status: Completed
LEVELERS ARE NOT WORKING

Mechanic Cause: Ground wire screw head broke off.

Mechanic Correction: Install new ground screw to frame, test for proper operation.
Labor .3

Labor Code	Description	Mechanic DA	Hrs
L	LABOR	DA	0.00

Passenger side Rear Light needs replace - than part

Bathroom fan. NOT working

Climate control Dial on Dash Pushed IN

Bathroom faucet leaks from bottom

Couch slide out Leaks on lower Right side

Levelers- still - Not working until you jiggle wires by backing

Back Bed slide out on/off works then stops

Before completely extending * Rubber trim around Bed

Couch stitching worn

Groovin Radio - dies after 3-4 hours.

Drivers side traction Pedal missing.

* Remote Control TV.



CAMPING WORLD RV SALES - LAKEWOOD
 1359 RIVER AVE
 LAKEWOOD NJ 08701
 (PH) 732-901-5757

Promised Date: 23 SEP 19

WO #: 47783 (Appointment Date: 05 JUL 2019 - Time: 09:00am)
 Customer Name: 2164269 - RUSSO, GRISEL
 WO Date: 05 JUL 19
 Tag#: 3573

First Name: GRISEL
 ExtW Co: USP
 ExtW No:
 Promised Date: 23 SEP 19
 Completed Date: 19 SEP 19
 Invoice#: 132375

Length:
 Serial#: NCT24SR0001049
 Chassis#: WDAPF4CC5H9722505
 Miles/Hrs: 3746
 Purchased Date: 17 DEC 18
 Warranty Date: 17 DEC 18
 InService Date:

Job #1 - Warranty

COMPLAINT: CUSTOMER STATES: LEAK IN COUCH SLIDE OUT. IF IT RAINS HARD YOU WILL SEE A PUDDLE ON FLOOR NEAR THE DRIVERS SIDE SEAT. HAD A SEAL REPLACED AT BRI STORE BUT STILL LEAKING. INSPECT & ADVISE NEED PICTURES

CAUSE: CUP ON FRONT OF SLIDE IS PITCHED INWARD ALLOWING WTER TO OVERFLOW TO INSIDE OF COACH.
 Per NM, cups angled inwards

CORRECTION: NEED TO INSTALL SHIMS UNDER CUP TO PITCH IT TOWARDS THE OUTSIDE.
 1.0HRS.
 COMPLETE.

Labor Code	Description	Mechanic	Total
Z992	Z990	NM	N/C
Z992	SEALS	TP	N/C

Parts Part #	Description	Qty	Price	Total
137859	CLEAR SILICONE	1.00	N/C	N/C
Subtotal for Job #1:				0.00

Job #2 - External

COMPLAINT: CUSTOMER STATES: GPS/RADIO BLACKS OUT AT ALMOST EXACTLY 4 HOURS. INSPECT & ADVISE. GPS POSTION WILL FREEZE. UPDATE: CUSTOMER WAS ON TRIP AND THE UNIT WAS FLICKERING AND THEN WENT BLACK. THE BLUETOOTH GOES IN AND OUT AS WELL. NEED PICTURES. PLEASE CHECK AND ADVISE.

CAUSE: TEST DROVE UNIT TWICE AND RADIO/GPS WORKED BOTH TIMES FOR ENTIRE TRIP. CUSTOMER STATES NOT WORKING PROPERLY.

CORRECTION: COULD NOT DUPLICATE.
 TEST DROVE UNIT WITH BLUETOOTH CONNECTED AND NAVIGATION RUNNING. DURING TEST DRIVE HEAD UNIT OPERATED PROPERLY WITH ZERO SIGNS OF FREEZING UP, BLACKING OUT, DISCONNECTING, OR ANY OTHER ISSUES.
 COMPLETE.

Labor Code	Description	Mechanic	Total
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took
 charge aux
 update
 needed
 as per
 manu
 ms

Z992	Z990	NM	13.50
Z992	Z990	TP	13.50

Subtotal for Job #2: 27.00

Job #3 - Warranty

COMPLAINT: Transferred to LAK*48295 on 19 SEP 19

Estimate amount was 0.00

CUSTOMER STATES: RATTLE IN THE DRIVER SIDE DOOR. INSPECT & ADVISE

CAUSE: NOISE IS COMING FROM AREA ABOVE DOOR WHERE OVERHANG ATTACHES TO CAB. WILL NEED ADDITIONAL TIME TO REMOVE TRIM AND SEE WHATS GOING ON INSIDE CAP. NOISE COMING FROM FRONT D/S CORNER.

Rattle/clicking sound near driver door.

CORRECTION: NEED ADDITIONAL TIME TO GET IN THERE AND SEE WHAT IS MAKING NOISE.

During course of test drive, a rattle/clicking/popping sound was heard above the driver's seat. Noise appears to be coming from above the door near where the overhang attaches to cab. Recommend removal of bunk and beauty cover plates in overhead bunk area in order to diagnose. Recommend additional test drive during diag to determine if noise is coming from bunk, beauty plates, or another cause. Need approx 1.5 hours for R&I of bunk, beauty plates, and further diag.

Labor

Code	Description	Mechanic	Total
Z992	Z990	NM	N/C
Z992	Z990	TP	N/C

Subtotal for Job #3: 0.00

Job #4 - Warranty

COMPLAINT: CUSTOMER STATES: STITCHING IN COUCH COMING APART - INSPECT & ADVISE.

CAUSE: STITCHING IS INDEED PULLING OUT.

CORRECTION: COUCH REPLACED.

COMPLETE.

Labor

Code	Description	Mechanic	Total
Z992	Z990	NM	N/C
Z992	Z990	TP	N/C

Parts

Part #	Description	Qty	Price	Total
0383651	SOFA, 60", TRIFOLD, TFN0019, KEEGAN DESERT/SHIMMER MAGNETITE, W/TOP STITCH	1.00	N/C	N/C

Other Services

Code	Description	Qty	Price	Total
FRT	FREIGHT	1.00	N/C	N/C

Subtotal for Job #4: 0.00

Job #5 - External

COMPLAINT: CUSTOMER STATES: WINDOW BLIND INOP - DOES NOT ROLL UP. LEFT SIDE BEFORE BEDROOM. NEED PICTURES

CAUSE: STOPS NOT SET

CORRECTION: RESET STOP AND RISE SPEED. COMPLETE.

Labor

Code	Description	Mechanic	Total
Z992	Z990	NM	0.00
Z992	Z990	TP	0.00



Subtotal for Job #5: 0.00

Job #6 - External

COMPLAINT: CUSTOMER STATES: WINDOW BLIND INOP - DOES NOT ROLL UP. RIGHT SIDE BEFORE BEDROOM. NEED PICTURES

CAUSE: STOP AND SPEED NOT SET

CORRECTION: SET STOP AND RISE SPEED. COMPLETE.

Labor Code	Description	Mechanic	Total
Z992	Z990	NM	0.00
Z992	Z990	TP	0.00
Subtotal for Job #6:			0.00

Job #7 - External

COMPLAINT: CUSTOMER STATES: WINDOW BLIND INOP - DOES NOT ROLL UP. LEFT SIDE IN BEDROOM. NEED PICTURES

CAUSE: STOP AND RISE SPEED NOT SET.

CORRECTION: SET STOP AND RISE SPEED. COMPLETE.

Labor Code	Description	Mechanic	Total
Z992	Z990	NM	0.00
Z992	Z990	TP	0.00
Subtotal for Job #7:			0.00

Job #8 - External

COMPLAINT: CUSTOMER STATES: WINDOW BLIND INOP - DOES NOT ROLL UP. RIGHT SIDE IN BEDROOM. NEED PICTURES

CAUSE: STOP AND RISE SPEED NOT SET.

CORRECTION: SET STOP AND RISE SPEED. COMPLETE.

Subtotal for Job #8: 0.00

Job #9 - External

COMPLAINT: CUSTOMER STATES: REFER DOOR DOES NOT SEAL FLUSH. VERY LOOSE AND FEELS A DRAFT. INSPECT & ADVISE.

CAUSE: GASKET IS MAKING CONTACT ALL THE WAY AROUND BOTH FRIDGE AND FREEZER. THERE CANT BE A DRAFT BECAUSE THERE IS NO FAN IN THIS REFER.
NORCOLD N611RT 27101827

CORRECTION: COULD NOT DUPLICATE.
COMPLETE.

Labor Code	Description	Mechanic	Total
Z992	Z990	NM	1.35
Z992	Z990	TP	0.00
Z992	Z990	NM	13.50
Subtotal for Job #9:			14.85

Job #10 - External

COMPLAINT: CUSTOMER STATES: ENTRY DOOR RATTLES VERY LOUD WHILE IN TRANSIT. INSPECT & ADVISE NEED PICTURES. 8/27 CUSTOMER STATES THE DOOR STILL WONT SEAL,



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LOOK AT TOP RIGHT CORNER. PLEASE RE-VISIT.

CAUSE: ENTRY DOOR LOCK SQUEAKING. LUBE LOCK AND POST

CORRECTION: LUBE LOCK AND POST. NO AREAS WHERE METAL IS RUBBING. DROVE AGAIN
AFTER LUBING AND NO MORE NOISE FROM ENTRY DOOR.
COMPLETE.

Labor Code	Description	Mechanic	Total
Z992	Z990	NM	14.50
Z992	Z990	TP	14.50
Z993	BACKFLAG	TP	-14.50
Z993	BACKFLAG	NM	-14.50

Subtotal for Job #10: 0.00

Parts Total: 0.00

Labour Total: 41.85

Sublet Total: 0.00

Extras Total: 0.00

Tax Total: 1.87

Work Order Total: 43.72

DATE VEHICLE DROPPED OFF

DATE OF APPOINTMENT

REPAIR COMPLETION DATE

OWNER NOTIFIED OF COMPLETION & TIME

DATE RELEASED/COLLECTED

I/WE, THE UNDERSIGNED, ACKNOWLEDGE THE FOREGOING AS FACTUAL AND I/WE
HEREBY ACKNOWLEDGE RECEIPT OF THE COMPLETED WORKORDER. I/WE HAVE
INSPECTED MY/OUR VEHICLE AND HAVE EXAMINED THE WORK DONE. I/WE CONFIRM
THAT THE WORK HAS BEEN COMPLETED TO MY/OUR SATISFACTION.

SIGNATURE OF OWNER



020401
CAMPING WORLD RV SALES - LAKEWOOD
1359 RIVER AVE
LAKEWOOD NJ 08701
Ph: 732-901-5757

W/O: 47783 (Appointment Date: 05 JUL 2019 - Time: 09:00am)

Customer Name: 2154269 - RUSSO,
GRISELWO Date: 05 JUL 19
Tag#: 3573

First Name: GRISEL

ExtW Co: USP

ExtW No:

Promised Date: 27 AUG 19

Completed Date:

Invoice#:

Phone#(bus):

Cell Phone:

Email: MVR2000@AOL.COM

Brand: CHATEAU CITATION

Model: 24SR

Length:

Serial#: NCT24SR0001049

Chassis#: WDAPF4CC5H9722505

Miles/Hrs: 3746

Purchased Date: 17 DEC 18

Warranty Date: 17 DEC 18

InService Date:

Job #: 1 - Warranty

Status: Completed

CUSTOMER STATES: LEAK IN COUCH SLIDE OUT. IF IT RAINS HARD YOU WILL SEE A PUDDLE ON FLOOR NEAR THE DRIVERS SIDE SEAT. HAD A SEAL REPLACED AT BRI STORE BUT STILL LEAKING. INSPECT & ADVISE NEED PICTURES

Mechanic Cause: CUP ON FRONT OF SLIDE IS PITCHED INWARD ALLOWING WTER TO OVERFLOW TO INSIDE OF COACH.

Mechanic Correction: NEED TO INSTALL SHIMS UNDER CUP TO PITCH IT TOWARDS THE OUTSIDE. 1.0HRS.

Labor

Code	Description	Mechanic	Hrs
Z992	Z990	NM	0.10
Z992	SEALS		0.90

Job #: 2 - Warranty

Status: D

CUSTOMER STATES: GPS/RADIO BLACKS OUT AT ALMOST EXACTLY 4 HOURS. INSPECT & ADVISE. GPS POSTION WILL FREEZE. UPDATE: CUSTOMER WAS ON TRIP AND THE UNIT WAS FLICKERING AND THEN WENT BLACK. THE BLUETOOTH GOES IN AND OUT AS WELL. NEED PICTURES. PLEASE CHECK AND ADVISE.

Mechanic Cause: TEST DROVE UNIT TWICE AND RADIO/GPS WORKED BOTH TIMES FOR ENTIRE TRIP.

Mechanic Correction: COULD NOT DUPLICATE.

Labor

Code	Description	Mechanic	Hrs
Z992	Z990	NM	0.10

Job #: 3 - Warranty

Status: Completed

CUSTOMER STATES: RATTLE IN THE DRIVER SIDE DOOR. INSPECT & ADVISE

Mechanic Cause: NOISE IS COMING FROM AREA ABOVE DOOR WHERE OVERHANG ATTACHES TO CAB. WILL NEED ADDITIONAL TIME TO REMOVE TRIM AND SEE WHATS GOING ON INSIDE CAP. NOISE COMING FROM FRONT D/S CORNER.



Mechanic Correction: NEED ADDITINAL TIME TO GET IN THERE AND SEE WHAT IS MAKING NOISE.

Labor Code	Description	Mechanic	Hrs
Z992	Z990	NM	0.10

Job #: 4 - Warranty

Status: Completed

CUSTOMER STATES: STITCHING IN COUCH COMING APART - INSPECT & ADVISE.

Mechanic Cause: STITCHING IS INDEED PULLING OUT.

Mechanic Correction: WILL NEED TO R&R COUCH. WROTE CARD.

Labor Code	Description	Mechanic	Hrs
Z992	Z990	NM	0.10
Z992	Z990		0.40

Parts Part #	Description	Status	Qty
0383651	SOFA, 60", TRI-FOLD, TFN0	1.00 On Hand	1.00

Other Services Code	Description	Qty
FRT	FREIGHT	0.00

Job #: 5 - External

Status: C

CUSTOMER STATES: WINDOW BLIND INOP - DOES NOT ROLL UP. LEFT SIDE BEFORE BEDROOM. NEED PICTURES

Mechanic Cause: STOPS NOT SET

Mechanic Correction: RESET STOP AND RISE SPEED. COMPLETE.

Labor Code	Description	Mechanic	Hrs
Z992	Z990	NM	0.10

Job #: 6 - External

Status: C

CUSTOMER STATES: WINDOW BLIND INOP - DOES NOT ROLL UP. RIGHT SIDE BEFORE BEDROOM. NEED PICTURES

Mechanic Cause: STOP AND SPEED NOT SET

Mechanic Correction: SET STOP AND RISE SPEED. COMPLETE.

Labor Code	Description	Mechanic	Hrs
Z992	Z990	NM	0.10

Job #: 7 - External

Status: C

CUSTOMER STATES: WINDOW BLIND INOP - DOES NOT ROLL UP. LEFT SIDE IN BEDROOM. NEED PICTURES

Mechanic Cause: STOP AND RISE SPEED NOT SET.

Mechanic Correction: SET STOP AND RISE SPEED. COMPLETE.

Labor Code	Description	Mechanic	Hrs
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Z990

NM

0.10

Job #: 8 - External

Status: C

CUSTOMER STATES: WINDOW BLIND INOP - DOES NOT ROLL UP. RIGHT SIDE IN BEDROOM.
NEED PICTURES

Mechanic Cause: STOP AND RISE SPEED NOT SET.

Mechanic Correction: SET STOP AND RISE SPEED. COMPLETE.

Labor

Code	Description	Mechanic	Hrs
Z992	Z990	NM	0.10

Job #: 8 - External

Status: C

CUSTOMER STATES: REFER DOOR DOES NOT SEAL FLUSH. VERY LOOSE AND FEELS A DRAFT.
INSPECT & ADVISE.Mechanic Cause: GASKET IS MAKING CONTACT ALL THE WAY AROUND BOTH FRIDGE AND
FREEZER. THERE CANT BE A DRAFT BECAUSE THERE IS NO FAN IN THIS REFER.
NORCOLD N611RT 27101827

Mechanic Correction: COULD NOT DUPLICATE.

Labor

Code	Description	Mechanic	Hrs
Z992	Z990	NM	0.10

Job #: 10 - External

Status: C

CUSTOMER STATES: ENTRY DOOR RATTLES VERY LOUD WHILE IN TRANSIT. INSPECT & ADVISE
NEED PICTURES. 8/27 CUSTOMER STATES THE DOOR STILL WONT SEAL, LOOK AT TOP RIGHT
CORNER. PLEASE RE-VISIT.

Mechanic Cause: ENTRY DOOR LOCK SQUEAKING. LUBE LOCK AND POST

Mechanic Correction: LUBE LOCK AND POST. NO AREAS WHERE METAL IS RUBBING. DROVE AGAIN
AFTER LUBING AND NO MORE NOISE FROM ENTRY DOOR.**Labor**

Code	Description	Mechanic	Hrs
Z992	Z990	NM	0.10



8/22 SOFA HERE -KVH

SIGNATURE

CAMPING WORLD RV SALES - LAKEWOOD
1359 RIVER AVE
LAKEWOOD NJ 08701
(PH) 732-901-5757

parts take
up to 2 weeks
to come in

Promised Date: 12/1/19

WO #: 48295 (Appointment Date: 27 AUG 2019 - Time: 01:00pm)
Customer Name: 2154269 - RUSSO,
GRISEL

WO Date: 27 AUG 19
Tag#: 3573

First Name: GRISEL

Phone#(bus):
Cell Phone:
Email: MVR2000@AOL.COM

Brand: CHATEAU CITATION
Model: 24SR
Length:
Serial#: NCT24SR0001049
Chassis#: WDAPF4CC5H9722505
Miles/Hrs: 3748
Purchased Date: 17 DEC 18
Warranty Date: 17 DEC 18
InService Date: 27 AUG 19

Invoice#:

Job #1 - Warranty

COMPLAINT: CUSTOMER STATES SCREW COVERS ARE POPPING OFF WHERE THE CEILING MEETS THE WALLS. PLEASE CHECK AND ADVISE.

CAUSE: screws coming off cause stripped out of wall

CORRECTION: need new one with covers .2 to change

approved
(part required)

Labor Code	Description	Mechanic GL	Total N/C
Z992	Z990		N/C
Z992	Z990		N/C
Subtotal for Job #1:			0.00

Job #2 - Warranty

COMPLAINT: CUSTOMER STATES THE STEPS WERE WORKING, NOW STOPPED AFTER MAKING A HORRIBLE GRINDING NOISE, CUSTOMER THINKS THE MOTOR MAY HAVE GONE BAD. PLEASE CHECK AND ADVISE.

CAUSE: step motor seized stopped working

CORRECTION: need to replace motor two hours

approved
(part required)

Labor Code	Description	Mechanic GL	Total N/C
Z992	Z990		N/C
Z992	STEP MOTOR		N/C
Subtotal for Job #2:			0.00

Job #3 - Warranty

COMPLAINT: CUSTOMER STATES THE AWNING REAR BAR SNAPPED. THE BAR IS ON THE SOFA ON THE DRIVERS SIDE. CUSTOMER STATES IT WAS THE ALUMINUM PART THAT FAILED AND IT WAS NOT OUT DURING ANY KIND OF WIND STORM. PLEASE CHECK AND ADVISE.

CAUSE: seems like awning was hit by something there scratches going along the rv awning side too need to replace awning

CORRECTION: five hours to replace

approved
(part required)

Labor



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Z992	Z990	Mechanic	Total
Z992	AWNING	GL	N/C
			N/C

Subtotal for Job #3: 0.00

Job #4 - External

COMPLAINT: CUSTOMER STATES THE LIVING AREA ROOF A/C DRIPS OFF THE ROOF OVER INTO THE AWNING MOTOR RIGHT NEXT TO ENTRY DOOR. WATER WILL ALSO DRIP ONTO THE ENTRY DOOR. PLEASE CHECK AND ADVISE.

CAUSE: checked roof seen tracks where water runs down to gutters are clogged with stuff need to clean out

CORRECTION: 2 to clean —

Denied (maintenance)

Labor Code	Description	Mechanic	Total
Z992	Z990	GL	14.50

Other Services Code	Description	Qty	Price	Total
DFRT	SHIPPING & HANDLING	1.00	20.00	20.00
SS2	RECOVERY			
	SHOP SUPPLIES	1.00	10.88	10.88
Subtotal for Job #4:				45.38

Job #5 - External

COMPLAINT: CUSTOMER STATES THE LIVING ROOM ROOF A/C WHILE TURNED ON AND WHEN IT KIS RAINING WATER WILL POUR INTO THE UNIT. PLEASE CHECK AND ADVISE.

CAUSE: seems like the water from ac running down into a corner on roof where theres a gap that needs to be sealed see pic

CORRECTION: .4 to spot seal the corner on the roof where water can be comin inside also

** Denied (maintenance)*

Labor Code	Description	Mechanic	Total
Z992	Z990	GL	14.50
Subtotal for Job #5:			14.50

Job #6 - Warranty

COMPLAINT: CUSTOMER STATES THERE IS A MAJOR LEAK IN THE SKYLIGHT WHEN RAINING. THE CUSTOMER STATES THEY HAD TO USE BUCKETS TO CATCH THE WATER. PLEASE CHECK AND ADVISE.

** can do n*

CAUSE: seems like leak can be coming from same spot where theres a gap on roof needs to be resealed

CORRECTION: need 0.4 to reseal gap on roof

** approved - this to care of Job 5*

Labor Code	Description	Mechanic	Total
Z992	Z990	GL	N/C
Z992	SKYLIGHT		N/C
Subtotal for Job #6:			0.00

Job #7 - External

COMPLAINT: CUSTOMER STATES THE MAIN WATER VALVE AT CITY WATER IS GUSHING OUT OF THE BOTTOM WHEN TURNED ONTO CITY FILL AND HOSE IS HOOKED UP. PLEASE CHECK AND ADVISE.

CAUSE: hooked water hose to city nothing was gushing down could have been that the valve to fresh tank



was open

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CORRECTION: no repair needed.

complete.

Labor Code	Description	Mechanic	Total
Z992	Z990	GL	14.50

Subtotal for Job #7: 14.50

Job #8 - Warranty

COMPLAINT: CUSTOMER STATES THE VINYL FLOOR IS LIFTING WHILE DRIVING RIGHT BEHIND DRIVER AND PASSENGER SEATS. PLEASE CHECK AND ADVISE.

CAUSE: check with hollywood see if he can do something looks like is the wood underneath floor

CORRECTION: done

waiting a floor repair guy for es

Labor Code	Description	Mechanic	Total
Z992	Z990	GL	N/C

Subtotal for Job #8: 0.00

Job #9 - Warranty

COMPLAINT: CUSTOMER STATES THE P/S SIDE REAR LEVELER DOES NOT COME DOWN AT ALL. PLEASE CHECK AND ADVISE.

CAUSE: checked and seen one side goes down, think shaft in middle disconnected causing the other side not to work

CORRECTION: two hour to replace stabilizer

approved to replace switch on 4. (part required)

Labor Code	Description	Mechanic	Total
Z992	Z990	GL	N/C
Z992	SWITCH		N/C

Subtotal for Job #9: 0.00

Job #10 - Warranty

COMPLAINT: CUSTOMER STATES THE FURNACE WOODEN VENT THAT CLICKS ON DOES NOT STAY ON. PLEASE CHECK AND ADVISE.

CAUSE: locks not adjusted

approved we can do it

CORRECTION: need .3 to adjust locks

Labor Code	Description	Mechanic	Total
Z992	Z990	GL	N/C
Z992	Z990	GL	N/C
Z992	ADJUST		N/C

Subtotal for Job #10: 0.00

Job #11 - Warranty

COMPLAINT: CUSTOMER STATES THE BEDROOM SLIDE OUT WHEN HAS GAPS WHERE YOU CAN SEE STRAIGHT THROUGH TO DAYLIGHT. BUGS GET INTO THE UNIT FROM HERE. PLEASE CHECK AND ADVISE.

CAUSE: no gasket present in this location. needs some kind of gasket to seal the outside of slide where water drips too

